



OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

THIS COMPETITION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

Please read these rules before entering the Competition. Participation in this Competition constitutes each Participant's full and unconditional agreement to and acceptance of these Official Rules and represents that the Participant satisfies all of the eligibility requirements set forth below.

1. **EXECUTIVE SUMMARY:** *NFL 1st and Future* (the "**Competition**") is an open, skills-based competitive event broken into two separate themed competitions. One of the themes, entitled "**Innovations to Advance Player Health and Safety**" (the "**Pitch-Off Theme**"), will culminate in live, Pitch-Off final event to be held at the Miami Beach Convention Center on January 31, 2020. The second theme, entitled "**NFL 1st and Future Analytics Competition**" (the "**Data Science Theme**"), is a data science competition whose winners will be selected prior to the Pitch-Off and will have an opportunity to appear at the live event following the Pitch-Off. Descriptions of the two themes are below:
 1. **Pitch-Off Theme – Innovations to Advance Player Health and Safety**
 2. **Data Science Theme – NFL 1st and Future Analytics Competition**
2. **ELIGIBILITY:** To be eligible to enter the Competition, each Participating Person entering the Competition must be:
 - (i) A legal resident of the country in which he or she resides;
 - (ii) At least 18 years old or the age of majority in such individual's jurisdiction of residence;
 - (iii) Not a resident of Crimea, Cuba, Iran, Syria, North Korea, or Sudan; and
 - (iv) Not a person or representative of an entity under U.S. export controls or sanctions (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

All applicable United States federal, state, provincial and local laws and regulations apply. Although the Competition is governed exclusively by the laws and regulations of the United States, other local rules and regulations may apply to certain Participating Persons, so all Participating Persons should check their local laws to ensure that he or she is eligible to participate in skills-based competitions. The Sponsors reserve the right to award alternative prizes where needed to comply with local laws.

If any Participating Person is entering as a representative of a company, educational institution or other legal entity, or on behalf of his or her employer, these rules are binding on such Participating Person, individually, and the entity such person represents or are an employee of. If any Participating Person is acting within the scope of his or her employment, as an employee, contractor, or agent of another party, such Participating Person warrants that such party has full knowledge of his or her actions and has consented thereto, including his or her potential receipt of a prize. Such Participating Person further warrants that his or her actions do not violate his or her employer's or entity's policies and procedures.

Employees of the Sponsors, the Administrators or any person involved in the production, development, implementation or handling of the Competition, any agents acting for or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates (including, in the case of the NFL, the NFL's member professional football clubs), licensees, sponsors, service providers, prize suppliers or any other person or entity associated with the Competition (collectively, including the Sponsors and Administrators, the **"Sponsor-Related Persons"**) and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are eligible to enter and participate in the Competition but are not eligible to win any prizes; *provided* that employees of (or, for the avoidance of doubt, students at) the University of Miami are eligible to win prizes in the Data Science Theme and employees of Kaggle are eligible to win prizes in the Pitch-Off Theme.

Applicable only to the Pitch-Off Themes:

The Pitch-Off Theme is open to early-stage companies (i.e., pre-A round or A round) with a tested, functional prototype in production or very close to being in production that can be demonstrated to the Pitch-Off Judges. Each eligible company that enters the Pitch-Off Theme will be referred to herein as a **"Pitch-Off Entity."**

No more than two (2) individuals may represent a Pitch-Off Entity in the Pitch-Off portion of the Pitch-Off Theme (each such representative, a **"Pitch-Off Individual"**).

Applicable only to the Data Science Theme:

The Data Science Theme is open to teams of one (1) or more, but not in excess of five (5), data scientists or researchers (each such scientist or researcher, a **"Data Science Individual"**; together with the Pitch-Off Individuals, the **"Participating Persons"**). Each team that enters the Data Science Theme will be referred to herein as a **"Data Science Team"** (together with the Pitch-Off Entities and the Participating Persons, the **"Participants"**). Each Data Science Team must be a single registered account holder at Kaggle.com. Any Data Science Individual must register individually for the Data Science Theme before joining a Data Science Team. Such individual must make his or her registration official by accepting the Official Rules on Kaggle through his or her Kaggle account. All applicable Participants will be disqualified if he, she or it, as applicable, makes a Data Science Entry through more than one Kaggle account or attempts to falsify an account to act as such Participant's proxy.

Any Participating Person may participate in only one Pitch-Off Entity. A Data Science Individual may participate in more than one Data Science Team but may only win once. A Pitch-Off Individual may also participate in a (or multiple) Data Science Team(s) but may only win once. In the event that any Participant Person participates in more than one potential winning team, the Sponsors may determine, in their sole discretion, which of the affected potential winning team would be named a winner.

The Sponsors reserve the right to verify eligibility and to adjudicate on any dispute at any time. If any Participant provides any false information relating to the Competition concerning his, her or its, as applicable, identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Competition, such Participant may be immediately disqualified from the Competition. If a Competition winner is subsequently discovered to be ineligible, the Sponsors reserve the right to forfeit/reclaim any Competition prizes at their discretion, and confer the same on such other Participant as may be selected by the Sponsors in their sole discretion.

3. **SPONSORS; ADMINISTRATORS:** The Competition is sponsored by the National Football League, with offices at 345 Park Avenue, New York, New York 10154 (the “NFL”), and a third-party sponsor that may be identified (together with the NFL, the “Sponsors”).

Applicable only to the Pitch-Off Themes:

The Pitch-Off Theme is administered and hosted on behalf of the Sponsors by the NFL and University of Miami, with a campus at 1951 NW 7th Avenue, Suite 310, Miami, FL 33136 (“UM”), the “Administrator” with respect to the Pitch-Off Theme). For the avoidance of doubt, UM has no role in the Data Science Theme.

Applicable only to the Data Science Theme:

The Data Science Theme is administered and hosted on behalf of the Sponsors by the NFL and Kaggle Inc. (“Kaggle”, the “Administrator” with respect to the Data Science Theme). Kaggle is an independent contractor of the Sponsors and is not a party to this or any agreement between any Participant and the Sponsors, including these Official Rules. Kaggle will perform certain administrative functions relating to hosting the Data Science Theme. Each Participant understands that Kaggle has no responsibility with respect to selecting the potential Competition winner(s) or awarding any Prizes. As a Kaggle.com account holder and user of the Kaggle competition platform, each Participant acknowledges and agrees that he, she or it, as applicable, has accepted and is subject to the Kaggle Terms of Service at www.kaggle.com/terms in addition to these Official Rules. For the avoidance of doubt, Kaggle has no role in the Pitch-Off Theme.

4. **AGREEMENT TO OFFICIAL RULES:** Each Participant should read these Official Rules carefully before entry to ensure that such Participant understands and agrees. Participation in the Competition will require each Participant to accept, prior to submission, these Official Rules, which constitutes each Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsors reserve the right to take any actions necessary to verify a Participant’s compliance with these Official Rules before awarding a prize, including, without limitation, engaging a third party to evaluate the Entry and/or requiring a Participant to provide evidence of permission to use certain third-party materials. Even though a Participant may be announced as a winner, if any such Participant’s compliance with these Official Rules cannot be verified to Sponsors’ satisfaction, the Participant will be disqualified, and, time permitting, an alternate winner will be selected.
5. **ENTRY:** The Pitch-Off Theme and Data Science Theme will run from the applicable start date and end date/time, as set forth below (the end date/time, the “Competition Deadlines”). The Competition Deadlines are subject to change, and the Sponsors may introduce additional hurdle deadlines during the Competition. Any deadline changes or additional hurdle deadlines will be publicized on the Pitch-Off Site or Data Science Site, as applicable. It is each Participant’s responsibility to check the Pitch-Off Site or Data Science Site, as applicable, regularly to stay informed of any changes.

Each Entry must adhere to the Guidelines and Restrictions described below (the “Guidelines and Restrictions”). The Sponsors, in their sole discretion, may disqualify any Participant from the Competition if they believe that the Entry fails to conform to the Guidelines and Restrictions.

Guidelines and Restrictions: Each Entry must:

- Not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, patent, privacy, publicity or any other intellectual property rights;
- Not disparage any Sponsor or any other person or party;
- Not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;

- Not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Comply with any applicable laws or any other regulation, guideline or community standard in entrant's country of residence and must not contain material that is unlawful, in violation of or contrary to the laws or regulations of entrant's country of residence or any jurisdiction where the Entry is created; and
- Not have been developed or created for or on behalf of a client of the company and must not have won any kind of award, competition or contest.

Applicable only to the Pitch-Off Themes:

Pitch-Off Theme submissions may be submitted at www.nfl.com/1standfuture (the “Pitch-Off Site”) (the submission, along with all other materials provided, the “Pitch-Off Entry”). The Pitch-Off Theme is officially launched on November 25, 2019 and Entries may be submitted during the period beginning on that day and ending at 11:59:59 pm UTC on January 8, 2020 (“Pitch-Off Entry Period”).

See Pitch-Off Site for submission instructions. Each Pitch-Off Entry must include responses to an application and a pitch deck and may also include a video (up to two minutes in length).

Applicable only to the Data Science Theme:

Data Science Theme entries may be submitted at <https://www.kaggle.com/c/nfl-playing-surface-analytics/> (the “Data Science Site”) (the entry, along with all other materials provided, the “Data Science Entry”; any Data Science Entry or Pitch-Off Entry may herein be referred to as an “Entry”). The Data Science Theme is officially launched on November 25, 2019 and Entries may be submitted during the period beginning on that day and ending at 11:59:59 pm UTC on January 2, 2020 (“Data Science Entry Period”).

See Data Science Site for submission instructions. Each Data Science Entry must follow the instructions, including the manner, format and other requirements, for developing and entering the submission.

EACH PARTICIPANT IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME IN HIS, HER OR ITS, AS APPLICABLE, TIME ZONE. ENTRIES ARE VOID IF THEY ARE IN WHOLE OR IN PART ILLEGIBLE, INCOMPLETE, DAMAGED, ALTERED, COUNTERFEIT, OBTAINED THROUGH FRAUD, OR LATE. THE SPONSORS RESERVE THE RIGHT TO DISQUALIFY ANY ENTRANT WHO MAKES AN ENTRY THAT DOES NOT MEET THE REQUIREMENTS SET FORTH ON THE PITCH-OFF SITE OR DATA SCIENCE SITE, AS APPLICABLE.

By entering, each Participant represents and warrants the following with respect to his, her or its, as applicable, entry: (a) the Pitch-Off Entity or Data Science Team, as applicable, is the sole and exclusive owner of the Entry (including all concepts, materials and/or inventions included therein); (b) the Entry does not violate any (i) of the Guidelines and Restrictions set forth herein, (ii) requirements set forth in the Pitch-Off Site or Data Science Site, as applicable, or (iii) rights of any third parties; (c) to the extent possible under applicable law, no other party can invoke any moral rights in relation to the Entry that have not been duly waived; (d) the Entry and the participation in the Competition by the Participant do not violate any local, state, provincial, national or foreign law; and (e) the Entry does not contain the confidential information of any third party.

Each Participant acknowledges that other Participants from other entities or teams may have used ideas and/or concepts in their Entry that may be similar in idea or concept to what is included in such Participant's Entry. Each Participant understands and agrees that he, she or it, as applicable, will not have any claim against any other Participant or any Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

6. SELECTION OF FINALISTS & WINNERS:

Applicable only to the Pitch-Off Themes:

Up to four (4) Pitch-Off Entities will be selected (the “**Pitch-Off Finalists**”) to compete at the Pitch-Off. Pitch-Off Finalists invited to attend the Pitch-Off will be chosen from among the Pitch-Off Entries by the Sponsors and/or UM, as Administrator, or their respective representatives or agents based on which entries best meet the criteria below (the “**Pitch-Off Judging Criteria**”):

- **Innovations to advance athlete health and safety:** The winner will be chosen based on the judges’ assessment of which innovation would most likely advance athlete health and safety.

Potential finalists will be notified via email on or about January 14, 2020. If a potential finalist does not respond to the notification attempt within twenty-four (24) hours, then such potential finalist may be disqualified, and an alternate potential finalist will be selected from among all eligible entries received.

On January 31, 2020 at the Miami Beach Convention Center, each Pitch-Off Finalist’s Pitch-Off Individuals will pitch their product or service for five (5) minutes to a panel of independent judges (the “**Pitch-Off Judges**”), which pitch will include a live demonstration of the product or service and a live Q&A session with the Pitch-Off Judges (the “**Pitch-Off**”). The Pitch-Off Judges will select two winners (the grand prize winner, the “**Pitch-Off Grand Prize Winner**”; the second prize winner, the “**Pitch-Off Second Prize Winner**”).

The Pitch-Off will be judged under the Pitch-Off Judging Criteria set forth above. Winning teams will be notified at the conclusion of the Pitch-Off on January 31, 2020.

Applicable only to the Data Science Theme:

Up to three (3) Data Science Teams will be selected as winners (collectively, the “**Data Science Winners**”). All Data Science Winners will have the opportunity to appear at the live event and present their winning entries. One (1) Data Science Winner will be named grand prize winners (the “**Data Science Grand Prize Winners**”) and two (2) Data Science Winners will be named second prize winners (the “**Data Science Second Prize Winners**”). The Data Science Winners (as well as the Data Science Grand Prize Winners) will be chosen from among the Data Science Entries by the Sponsors or their respective representatives or agents based on which entries meet the criteria below (the “**Data Science Judging Criteria**”):

- Creativity and Presentation (5 points)
 - Did the authors develop a creative or novel approach to characterizing player movement patterns?
 - Did the authors make effective use of data visualizations to communicate their findings?
 - Are the important results easily understood by the average person?
- Methodology (5 points)
 - Does the author document their methodology appropriately?
 - Are the statistical and modeling methods used appropriate for the situation?
 - Do the authors appropriately document the performance of their injury risk models?
- Application (5 points)
 - Are the characterizations of player movement patterns useful for comparison and injury risk assessment?
 - Do the authors provide insights that would be useful for reducing the incidence of injury in the NFL?

Potential winners will be notified by email. If a potential winner does not respond to the notification attempt within twenty-four (24) hours, then such potential winner may be disqualified, and an alternate potential winner will be selected from among all eligible entries received.

The final winner's list will be publicly displayed at Kaggle.com.

The Sponsors reserve the right to disqualify any Participant from the Competition if the Sponsors reasonably believe that the Participant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or abuses, threatens or harasses any other Participants or Sponsors or Administrators.

Any potential winner or, in the case of the Pitch-Off Theme, any Pitch-Off Finalist may decline to be nominated as a Competition winner by notifying the Sponsors directly within one (1) week after the passing of the applicable Competition Deadline, in which case the potential winner forgoes any prize or other features associated with winning the Competition. The Sponsors may disqualify a Participant who so declines its winner status.

7. PITCH-OFF AND GRAND PRIZES:

Applicable only to the Pitch-Off Themes:

The Pitch-Off Grand Prize Winner will receive \$50,000 in cash and two (2) tickets to Super Bowl LIV (Approximate Retail Value ("ARV") of the prize = \$58,700). The Pitch-Off Second Prize Winner will receive \$25,000 in cash and two (2) tickets to Super Bowl LIV (ARV of the prize = \$28,700).

Applicable only to the Data Science Theme:

The Data Science Grand Prize Winner will receive \$25,000 in cash and two (2) tickets to Super Bowl LIV (ARV of the prize = \$28,700). The Data Science Second Prize Winners will receive \$25,000 in cash (ARV of the prize = \$20,000).

Ticket terms and conditions apply. Exact seat locations are at the NFL's sole discretion. In the event Super Bowl LIV is postponed and not rescheduled, no compensation or substitution for such portion of the prize will be provided; however, the remainder of prize package will be awarded and no Sponsor will have any further obligation to the winning teams. Winning teams are solely responsible for any and all applicable fees and taxes associated with prize receipt and use. All federal, state, provincial and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of winning teams. AWARD OF PRIZES TO POTENTIAL WINNING TEAMS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSORS ALL DOCUMENTATION REQUESTED BY SPONSORS TO PERMIT THEM TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Refusal by any Entrant to submit such documentation or complete any required forms or obligations will result in such winner forfeiting the prize, leaving it unclaimed.

8. **JUDGES' DECISIONS FINAL:** Decisions of Sponsors, Administrators, the Pitch-Off Judges and/or their respective representatives and agents (collectively, the "**Judging Personnel**") are final and binding on all matters relating to this Competition. All Participants hereby release the Judging Personnel and the Sponsor-Related Persons from any and all liability regarding those decisions. The Judging Personnel reserve the right to select fewer than the stated number of finalists or winners in the event an insufficient number of entries are received that meet the minimum judging criteria.
9. **TRAVEL:** Up to two (2) Pitch-Off Individuals from each Pitch-Off Finalist and two (2) Data Science Individuals from each Data Science Winner will be invited to participate in the live event at the Miami Beach Convention Center at the Sponsors' expense (if any Participating Person that is attending the Pitch-Off is not a Participating Person that agreed to these Official Rules at the Entry stage, then such attending Participating Person will be

required to also agree to the Official Rules). The trip includes two (2) round-trip, coach airfare from the major airport near the site of the Pitch-Off Finalist's or Data Science Winner's business operations to Miami, FL, and hotel accommodations for up to six (6) nights (standard room, double occupancy), at a hotel selected by Sponsor in its sole and absolute discretion. Dates of travel will be January 28 - February 3, 2020 and are subject to change at the Sponsors' discretion. Ground transportation, incidentals (including meals and tips), baggage check-in fees, insurance, and all other expenses not specified above as included in the prize are excluded and will be the sole responsibility of the finalists/winners. Finalists/winners are responsible for any federal, state and local taxes and fees associated with receipt or use of a prize. If, in the judgment of the Sponsors, air travel is not required due to a finalist's/winner's proximity to Miami, ground transportation may be substituted for round-trip air travel at the Sponsors' sole and absolute discretion.

Travel is subject to the terms and conditions set forth in this Competition, and those set forth by the Sponsors' transportation carrier(s) of choice. Lost, stolen, or damaged airline tickets, travel vouchers, or certificates will not be replaced or exchanged. Transportation carrier and hotel regulations and conditions apply. Finalists/winners are solely responsible for obtaining valid passports and any other documents necessary for travel out of their country (if applicable).

ADDITIONAL DOCUMENTS / CONSENT: Except where prohibited, each Pitch-Off Finalist and Data Science Winner and their respective Participating Persons will be required to sign and return to the Sponsors, by a deadline to be determined, a declaration of eligibility, liability/publicity release, U.S. tax forms (such as IRS Form W-9 if U.S. resident, IRS Form W-8BEN if foreign resident, or future equivalents), licenses, releases and other agreements required under Section 9 of these Official Rules, and additional documents that may be required by the Sponsors in order to proceed in the Competition. Failure to return required documents as specified will result in disqualification. The declaration of eligibility, and the acceptance of any prize, will also include consent to use each Participant's name and likeness for editorial, advertising, and publicity purposes without additional compensation, except where prohibited by law.

10. INTELLECTUAL PROPERTY:

All patent, copyright and trademark rights (collectively, "**Intellectual Property Rights**") belonging to any person (e.g., a Pitch-Off Entity, a Data Science Team or a Sponsor) prior to the Competition will remain vested in that person. Any Intellectual Property Rights created or otherwise developed by a Participant during the course of the Competition will vest in such Participant. Any Intellectual Property Rights created or otherwise developed by a Sponsor during the course of the Competition will vest in such Sponsor. Each Participant represents and warrants that the products and services discussed in its Entry are and will be the original work of and solely owned by Pitch-Off Entity or Data Science Team, as applicable, or, if a part of those products and services are not original to or solely owned by such Pitch-Off Entity or Data Science Team, as applicable, then the Participants have all necessary rights and licenses from any third party in order to incorporate such part into the products and services discussed in the Entry and as otherwise contemplated in these Official Rules. Further, each Participant represents and warrants that neither the Entry, nor any products or services discussed in the Entry, infringe or misappropriate any Intellectual Property Rights or other rights of third parties.

Each Participant acknowledges that the Sponsors' consideration of the Entry is not an admission by the Sponsors of the novelty, propriety, originality or value of the Entry and/or application, or the products or services discussed in the Entry. Each Participant further acknowledges that the Sponsors may be creating, have previously created or may in the future independently create, or already may have received or in the future may receive from another third party, products, services, projects, ideas, designs and other materials that are substantially similar, identical, or otherwise related to the products or services discussed in the Entry, which the Sponsors may use for any purpose without any liability or compensation to any Participant. Each Participant further acknowledges that due to the nature of this Competition, there is a possibility that similar products or services may be submitted by multiple Participants. Any similarity between products or services will in no way entitle any Participant to any consideration or compensation from the Sponsors, including in the event a product or service similar or identical to Participant's is selected as a winner or finalist. By entering the Competition and submitting an application, each Participant specifically acknowledges this possibility and agrees to the terms stated in these Official Rules. The Sponsors are

further under no obligation of any kind to any Participant unless such obligations are specifically undertaken pursuant to a written agreement fully executed by one or multiple Participant(s), on the one hand, and the applicable Sponsor(s), on the other hand. For clarity, nothing in these Official Rules restricts the Sponsors from using, disclosing, publishing or otherwise exploiting any ideas, suggestions or feedback provided by any Participant during the Competition for any legitimate business purpose. Each Participant further acknowledges that all products, services and other materials disclosed by any Participant during the course of the Competition are submitted on a non-confidential basis, and that the Sponsors will have no obligation to not disclose those items or to otherwise treat those items as confidential. If one or multiple Sponsor(s) is (are) interested in licensing or acquiring any Intellectual Property Rights or other interests in the products or services discussed in an Entry, the applicable Participant(s) will negotiate in good faith with such Sponsor(s) to provide such license or other interest (individually and together with other contributors, as applicable). Except pursuant to a separate written agreement with one or multiple Sponsor(s), no Participant may use any trademark, brand, logo or other corporate identifier of any Sponsor or any of the Sponsors' related entities (including, in the case of the NFL, the NFL's thirty-two professional member clubs), for any purpose whatsoever without the prior written consent of the applicable Sponsor(s) in each instance.

NON-EXCLUSIVE RIGHTS TO USE NAMES & ENTRY: BY PARTICIPATING IN THE COMPETITION, EACH PARTICIPANT HEREBY GRANTS THE SPONSORS THE UNLIMITED RIGHT THROUGHOUT THE WORLD TO USE, RECORD AND/OR DOCUMENT HIS, HER OR ITS (AS APPLICABLE) NAME, PHOTO, VOICE, VIDEOTAPE (E.G., FROM THE PITCH-OFF), LIKENESS, STATEMENTS ATTRIBUTED TO PARTICIPANT, BIOGRAPHICAL, PROFESSIONAL AND OTHER RELATED INFORMATION IN CONNECTION WITH ANY INTERNAL OR EXTERNAL PROMOTIONAL ACTIVITIES OF THE SPONSORS (E.G., WITHOUT LIMITATION, ANNOUNCEMENTS OF FINALISTS OR WINNERS), WITHOUT COMPENSATION OF ANY KIND TO PARTICIPANT. Each Participant understands that these items may be broadcast, displayed, reproduced, stored, edited, exhibited, used and distributed by the Sponsors over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue-producing and/or any other purpose as the Sponsors determine in their sole and absolute discretion.

11. CONFIDENTIALITY; COMPETITION DATA:

Each Participant agrees that it shall (A) use all information received from the Sponsors or their affiliates, employees, consultants or agents that is not generally available to the public, including without limitation any injury-related information from football games (collectively, "**Confidential Information**"), solely for the limited purpose of creating an Entry and not for any other purpose, and (B) keep the Confidential Information strictly confidential and not provide or communicate the Confidential Information (or any part thereof) to any other person or entity without the prior written consent of the relevant Sponsor. Upon any Sponsor's request or upon completion of the Competition, each Participant shall promptly return (or destroy) the Confidential Information (and all copies, extracts or other reproductions made thereof) to such requesting Sponsor or destroy such Confidential Information (at such requesting Sponsor's option).

Applicable only to the Data Science Theme:

"Competition Data" means the data or datasets available from the Data Science Site for the purpose of use in the Data Science Theme, including any prototype or executable code provided on the Data Science Site.

Participants in the Data Science Theme may access and use the Competition Data for non-commercial purposes only, including for participating in the Data Science Theme and on Kaggle.com forums, and for academic research and education. The Sponsors reserve the right to disqualify any such Participant who uses the Competition Data other than as permitted by the Data Science and these Official Rules.

Each Participant in the Data Science Theme agrees:

- To use reasonable and suitable measures to prevent persons who have not formally agreed to these Official Rules from gaining access to the Competition Data;

- Not to transmit, duplicate, publish, redistribute or otherwise provide or make available the Competition Data to any party not participating in the Data Science Theme;
- To notify Kaggle or the Sponsors immediately upon learning of any possible unauthorized transmission of or unauthorized access to the Competition Data and agree to work with Kaggle and the Sponsors to rectify any unauthorized transmission or access;
- That participation in the Competition will not be construed as having or being granted a license (expressly, by implication, estoppel, or otherwise) under any Competition Data, nor any right of ownership in any of the Competition Data.

For the avoidance of doubt, Participants in the Data Science Theme may use data other than the Competition Data to develop and test their models and submissions.

12. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but not limited to, fraud, virus, or other technical problem, the Sponsors may, in their sole discretion, either: (a) suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes from among the eligible entries received up to the time of the impairment. The Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsors' failure to enforce any term of these Official Rules will not constitute a waiver of the Sponsors' right to enforce such term.

13. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Competition, to the maximum extent permitted by applicable law, each Participant agrees to release and hold harmless the Sponsors and Sponsor-Related Persons (the "**Released Parties**") from and against any liability, claims, demands, losses, damages, costs and expenses (including legal fees) arising out of participation in the Competition or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) the processing or judging of applications and/or presentations; (c) technical errors related to computers, servers, providers, or telephone or network lines; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Competition or the processing of entries; (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Competition or receipt or use of any prize; (h) personal injury, damage or death to persons which may be caused, directly or indirectly, in whole or in part, by Participant's Pitch-Off Theme or Data Science Theme submissions, or use thereof; (i) other errors or problems of any kind whether mechanical, human, technical, network or electronic, or errors which may occur in connection with the administration of the Competition; (j) any Entry or other material uploaded or provided by a Participant that infringes any third party proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (k) any non-compliance by such Participant with these Official Rules or any applicable law or regulation; (l) claims brought by persons or entities other than the parties to these Official Rules arising from or related to such Participant's involvement with the Competition; or (m) the awarding or announcement of the winners or finalists or in any other Competition-related materials. To the extent permitted by applicable law, each Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. To the extent permitted by applicable law, each Participant further agrees to defend, indemnify and hold harmless the Released Parties from and against any and all third party claims or causes of action arising out of or in any way related to Participant's product or service and the Released Parties' use thereof as authorized herein, including, without limitation, any claims of infringement of intellectual property rights.

THE SPONSORS SHALL NOT BE LIABLE TO ANY PARTICIPANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE COMPETITION OR THIS

AGREEMENT. EACH PARTICIPANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSORS AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, RELATED PARTIES, REPRESENTATIVES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (1) HIS, HER, OR ITS (AS APPLICABLE) FAILURE TO COMPLY WITH ANY OF TERMS OF THIS AGREEMENT OR OTHER APPLICABLE RULES; (2) ANY MISREPRESENTATION HE, SHE OR IT (AS APPLICABLE) MAKES TO THE SPONSORS UNDER THIS AGREEMENT OR OTHERWISE; (3) HIS, HER OR ITS (AS APPLICABLE) PARTICIPATION IN THE COMPETITION; (4) HIS, HER OR ITS (AS APPLICABLE) RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR THE INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (5) A CLAIM BY A THIRD PARTY THAT THE PRESENTATION, OR ANY SERVICES OR PRODUCTS DISCUSSED IN THE PRESENTATION, OR ANY OTHER MATERIALS OF ANY NATURE FURNISHED BY IT, HIM OR HER (AS APPLICABLE), INFRINGES (WHETHER DIRECTLY, CONTRIBUTORILY, OR OTHERWISE), MISAPPROPRIATES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (6) A CLAIM BY A THIRD PARTY RELATED TO THE THIRD-PARTY'S USE OF PARTICIPANT'S PITCH-OFF THEME OR DATA SCIENCE THEME SUBMISSION. THE SPONSOR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PROVIDED TO THE PARTICIPANT IN CONNECTION WITH THE CHALLENGE AND EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CHALLENGE. IN NO EVENT SHALL THE SPONSOR AFFILIATES BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS OR ANY OTHER DAMAGES) RESULTING FROM THE USE OF ANY INFORMATION PROVIDED IN CONNECTION WITH THE CHALLENGE.

- 14. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Competition, each Participant agrees that (A) any and all disputes and causes of action arising out of or connected with this Competition, or any prizes awarded, will be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Participant's principal business location; (B) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; and (C) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Competition), and Participant further waives all rights to have damages multiplied or increased.
- 15. CHOICE OF LAW:** Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and the Sponsors in connection with the Competition, will be governed by, and construed in accordance with, the substantive laws of the State of New York, USA. To the extent necessary to enforce the arbitration provision in Section 14 above or if such arbitration provision is not enforceable for any reason, except where prohibited by law, the Participant hereby irrevocably and unconditionally (X) submits to the exclusive jurisdiction of the appropriate federal or state court located in the State of New York, New York County, and any appellate court thereof; and (Y) agrees that all claims will be heard and determined in such court.
- 16. COMPETITION RESULTS:** A list of the winning teams will be posted on www.nfl.com/1standfuture on or about February 5, 2020.
- 17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, the Sponsors reserve the right to cancel, terminate, modify or suspend the Competition.

The Sponsors further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Competition or any Competition-related website. Any attempt by a participant to deliberately damage any website, including the Competition-related website, or undermine the legitimate operation of the Competition is a violation of criminal and civil laws. Should such an attempt be made, the Sponsors each reserves the right to seek damages from any such participant to the fullest extent of the applicable law.

18. PERSONAL INFORMATION & PRIVACY: Each Participating Person acknowledges and agrees that such Participating Person's name and contact information shall be collected upon registration for the Competition. The Sponsors may use or disclose this information and any other information contained in the Entry (A) to their affiliates, (B) as may be required to conduct and manage the Competition, including to confirm the eligibility of a Participating Person and communicate with such Participating Person regarding an invitation to participate in the Pitch-Off, (C) to contact such Participating Person via email for promotional purposes related to the operation of this or future competitions, and (D) to exercise the Sponsors' rights under this Agreement, including any further contact of the Participating Person in connection with any commercial use of the subject of the Entry.

All data provided by Participating Persons must be accurate. Participating Persons are informed that the personal data collected in connection with the Competition will be collected by the Sponsors' servers and computer systems which are based in United States and such collection will therefore be subject to applicable United States laws. As such, Participating Persons are informed that their personal data may be transferred outside of their eligible jurisdiction (including without limitation by being transferred, stored and processed outside the European Union if a Participating Person is a resident of the European Union) and Participating Persons' personal data may not be subject to the same requirements or restrictions relating to such personal information as may exist in the country in which it was collected. Upon request, a Participating Person will be provided with access to such Participating Person's personal data. Participating Persons also have a right to oppose the collection, storage and use of such personal data under certain circumstances. Participating Persons may exercise such right by writing to the NFL, 345 Park Avenue, New York, NY 10128. If any Participating Person is not satisfied with how the Sponsors addressed his or her complaint, such Participating Person may be able to raise the matter with a competent regulatory authority.

Participating Persons may also withdraw their personal data upon request; however, each requesting Participating Person will be disqualified as an entrant in the Competition prior to the determination and fulfillment of the prizes.

Applicable only to the Data Science Theme:

Each Data Science Individual and Data Science Team agrees that Kaggle may collect, store, share and otherwise use personally identifiable information provided by you during the Kaggle account registration process and the Competition, including but not limited to, name, mailing address, phone number, and email address ("**Personal Information**"). Kaggle acts as an independent controller with regard to its collection, storage, sharing, and other use of this Personal Information, and will use this Personal Information in accordance with its Privacy Policy (available at www.kaggle.com/privacy), including for administering the Competition. As a Kaggle.com account holder, you have the right to request access to, review, rectification, portability or deletion of any personal data held by Kaggle about you by logging into your account and/or contacting Kaggle Support at www.kaggle.com/contact.

As part of the operation of the Competition, Kaggle will transfer your Personal Information to the NFL, who acts as an independent controller with regard to this Personal Information. Kaggle will transfer your Personal Information to computer systems which are based in United States, as stated in the second paragraph of this Section 18 (and, in some cases, may therefore be transferred to a country outside the country of your residence).

IF ONE OR MORE PROVISIONS OF THESE OFFICIAL RULES ARE BE FOUND INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE OFFICIAL RULES WILL NOT BE AFFECTED IN ANY WAY THEREBY.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY COMPETITION MATERIALS AND THESE OFFICIAL RULES, THESE OFFICIAL RULES WILL PREVAIL, GOVERN AND CONTROL.

Last Updated: January 2, 2020